

**BellSouth Telecommunications, Inc**  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

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Guy M Hicks  
General Counsel  
615 214 6301  
Fax 615 214 7406

VIA HAND DELIVERY

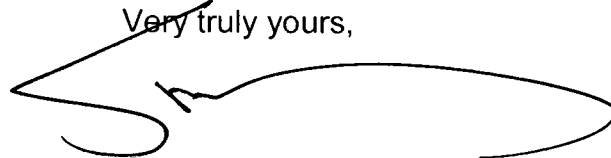
Hon Pat Miller, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re *Petition to Establish Generic Docket to Consider Amendments to  
Interconnection Agreements Resulting from Changes of Law*  
Docket No 04-00381

Dear Chairman Miller:

Enclosed are the original and fourteen copies of the final joint Issues Matrix in the referenced matter. Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Guy M Hicks

GMH ch

# CHANGE OF LAW GENERIC DOCKET JOINT ISSUES MATRIX<sup>1</sup>

NO.	ISSUE DESCRIPTION
1	<b>TRRO / FINAL RULES:</b> The Section 252 process requires negotiations and to the extent parties may not be able to negotiate resolution of particular issues arising out of the Final Rules/TRRO or to the extent that new issues related to the Final Rules/TRRO arise, issues related to those matters will be added to this list
2	<b>TRRO / FINAL RULES:</b> What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order ("TRRO"), issued February 4, 2005?
3	<b>TRRO / FINAL RULES:</b> a) How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations? b) What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?
4	<b>TRRO / FINAL RULES:</b> What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line (ii) Fiber-Based Collocation (iii) Building (iv) Route
5	<b>TRRO / FINAL RULES:</b> a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate? b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport? c) What language should be included in agreements to reflect the procedures identified in (b)?
6	<b>TRRO / FINAL RULES:</b> Are HDSL-capable copper loops the equivalent of DSL loops for the purpose of evaluating impairment?

<sup>1</sup> This is a joint issues matrix between BellSouth, the member companies of CompSouth, SECCA, US LEC (all states but TN), XO, and Sprint. There is one issue that is in dispute in the states of South Carolina and Mississippi only, which is separately listed at the end of this matrix  
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# CHANGE OF LAW GENERIC DOCKET ISSUES MATRIX

NO.	ISSUE DESCRIPTION
7	<b>TRRO / FINAL RULES:</b> Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?
8	<b>TRRO / FINAL RULES:</b> (a) Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Authority have the authority to establish rates for such elements? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?
9	<b>TRRO / FINAL RULES:</b> What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?
10	<b>TRRO/FINAL RULES:</b> What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNES to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period, and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?
11	<b>TRRO / FINAL RULES:</b> What rates, terms and conditions, if any, should apply to UNES that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms and conditions that apply in such circumstances?
12	<b>TRRO / FINAL RULES:</b> Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the "embedded base?"
13	<b>TRRO / FINAL RULES:</b> Should network elements de-listed under section 251(c) (3) be removed from the SQM/PMAP/SEEM?
14	<b>TRO - COMMINGLING:</b> What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

# CHANGE OF LAW GENERIC DOCKET ISSUES MATRIX

NO.	ISSUE DESCRIPTION
15	<b>TRO - CONVERSIONS:</b> Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?
16	<b>TRO - CONVERSIONS</b> What are the appropriate rates, terms, conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?
17	<b>TRO - LINE SHARING</b> Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?
18	<b>TRO - LINE SHARING - TRANSITION:</b> If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?
19	<b>TRO - LINE SPLITTING:</b> What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?
20	<b>TRO - SUB-LOOP CONCENTRATION:</b> a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? c) What are the suitable points of access for sub-loops for multi-unit premises?
21	<b>TRO - PACKET SWITCHING:</b> What is the appropriate ICA language, if any, to address packet switching?
22	<b>TRO - CALL-RELATED DATABASES</b> What is the appropriate ICA language, if any, to address access to call related databases?
23	<b>TRO - GREENFIELD AREAS.</b> a) What is the appropriate definition of minimum point of entry ("MPOE")? b) What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly-deployed or 'greenfield' fiber loops, including fiber loops deployed to the minimum point of entry ("MPOE") of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?
24	<b>TRO - HYBRID LOOPS.</b> What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?
25	<b>TRO - END USER PREMISES:</b> Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end user customer's premises"?
26	<b>TRO - ROUTINE NETWORK MODIFICATION:</b> What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?

## CHANGE OF LAW GENERIC DOCKET ISSUES MATRIX

NO.	ISSUE DESCRIPTION
27	<b>TRO – ROUTINE NETWORK MODIFICATION</b> What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?
28	<b>TRO – FIBER TO THE HOME</b> What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?
29	<b>TRO – EELS AUDITS</b> What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?
30	<b>252(i)</b> : What is the appropriate language to implement the FCC's "entire agreement" rule under Section 252(i)?
31	<b>ISP Remand Core Forbearance Order</b> : What language should be used to incorporate the FCC's <i>ISP Remand Core Forbearance Order</i> into interconnection agreements?
32	<b>General Issue</b> : How should the determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?
* MS/ SC only	(a) (A) How should Line Conditioning be defined in the Agreement? (B) What should BellSouth's obligations be with respect to Line Conditioning? (b) Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less? (c) Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

\* In the states of MS and SC, the Commissions have moved certain issues from an existing arbitration proceeding between BellSouth and Nuvox and Xspedius to this docket. BellSouth's position is that these issues can be included as subparts (a), (b), and (c) to Issue 26 without separately creating a new issue; NuVox and Xspedius disagree and propose including a new TRO – Line Conditioning issue instead of subparts to existing Issue 26.

## CERTIFICATE OF SERVICE

I hereby certify that on June 29, 2005, a copy of the foregoing document was served on the following, via the method indicated

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

Henry Walker, Esquire  
Boult, Cummings, et al  
1600 Division Street, #700  
Nashville, TN 37219-8062  
[hwalker@boultcummings.com](mailto:hwalker@boultcummings.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

James Murphy, Esquire  
Boult, Cummings, et al  
1600 Division Street, #700  
Nashville, TN 37219-8062  
[jmurphy@boultcummings.com](mailto:jmurphy@boultcummings.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

Ed Phillips, Esq.  
United Telephone - Southeast  
14111 Capitol Blvd.  
Wake Forest, NC 27587  
[Edward.phillips@mail.sprint.com](mailto:Edward.phillips@mail.sprint.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

H LaDon Baltimore, Esquire  
Farrar & Bates  
211 Seventh Ave N, # 320  
Nashville, TN 37219-1823  
[don.baltimore@farrar-bates.com](mailto:don.baltimore@farrar-bates.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

John J Heitmann  
Kelley Drye & Warren  
1900 19<sup>th</sup> St , NW, #500  
Washington, DC 20036  
[jheitmann@kelleydrye.com](mailto:jheitmann@kelleydrye.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

Charles B Welch, Esquire  
Farris, Mathews, et al  
618 Church St , #300  
Nashville, TN 37219  
[cwelch@farrismathews.com](mailto:cwelch@farrismathews.com)

☐ Hand  
☐ Mail  
☐ Facsimile  
☐ Overnight  
☒ Electronic

Dana Shaffer, Esquire  
XO Communications, Inc  
105 Malloy Street, #100  
Nashville, TN 37201  
[dshaffer@xo.com](mailto:dshaffer@xo.com)

